NOW THEREFORE, in consideration of the mutual agreement of the parties contained herein KIKM and KADA agree as follows:

- KIKM will prepare the rule making proposal for submission to the FCC with written consent from KDDQ proposing the abovedescribed changes for both stations.
- 2. In consideration for KDDQ's agreement to the requested changes, KIKM will pay, as reimbursement, to KDDQ the sum of \_\_\_\_\_\_\_\_ dollars (\$\_\_\_\_\_\_\_) within \_\_\_\_\_ days after a rule making order granting the request becomes final, i.e., no longer subject to administrative or judicial review under applicable law. The payment by KIKM will cover the reimbursable costs related to KDDQ having to change frequency, including engineering and legal fees, necessary equipment purchases and promotional costs.
- 3. Each party agrees that it will interpose no objection to the request of the other party to change channel, class and/or community of license consistent with the other party's proposal.
- 4. In the event that the FCC does not grant the requested changes by KIKM but does grant some lesser improvement which requires KDDQ to change channels, KIKM will have the option (a) to withdraw its rule making proposal and terminate this Agreement without liability to KDDQ or (b) to remain responsible for the

P04

FROM : Panasonia ANS/FAX

JULIAN SHOKE

120:202-3,2-8864

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resentable reimbursament of supenses indured by KDDQ to implement the FOC order.

- This Agreement is binding upon, and shall inure to the menerat or, the parties hereto and their respective successors and essions.
- 5. This Agreement contains the untire agreement between the parties and may not be amended except by written amendment signed by both parties.
- This Agreement shall be enforceable by appointed performance.
  - This Agreement may be signed in counterparts.

WHEREFORM, the parties hereto have gaused this Agreement to be signed and executed by their proper corporate officers.

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## CONSENT AGREEMENT

This Agreement is made and entered into this \( \frac{\frac{1}{2}}{2} \) day of \( \frac{1}{2} \) (1996, by and among Hunt Broadcasting, Inc., licensee of Station KIKM(FM), Sherman, Texas ("KIKM"), and Pennok Communications, Inc., licensee of Station KRXZ(FM), Ardmore, Oklahoma ("KRXZ") and Oklahoma Sports Properties, Inc., proposed assignee of Station KRXZ(FM).

WHEREAS, KIKM and KRXZ intend to file a petition for rule making with the Federal Communications Commission ("FCC") to change the channels allotted for Stations KIKM and KRXZ; and

WHEREAS, KIKM intends to upgrade its class of channel from Channel 244 to Channel 244C at a specific transmitter site and community of license; and

WHEREAS, KRXZ intends to change its channel in order to increase its power to 6 kW at 100 meters or its equivalency and relocate its transmitter site if necessary; and

WHEREAS, Pennok has entered into an agreement with Oklahoma Sports Properties, Inc., for the sale of Station KRXZ subject to FCC approval; and

WHEREAS, the parties intend to file petitions and, if approved, applications to implement the rule making order which

would serve the public interest by providing a first local service and better serve the public;

NOW THEREFORE, in consideration of the mutual agreement of the parties contained herein KIKM and KRXZ agree as follows:

- 1. KIKM will prepare the rule making proposal for submission to the FCC with written consent from KRXZ proposing the above-described changes for both stations in channels, transmitter site locations and/or communities of license.
- 2. In consideration for KRXZ's agreement to the requested changes, KIKM will pay to Oklahoma Sports Properties, Inc., the sum of within 30 days after a rule making order granting the request becomes final, i.e., no longer subject to administrative or judicial review under applicable law. The payment by KIKM will cover the costs related to KRXZ having to relocate the transmitter site and change frequency, including engineering and legal fees, necessary equipment purchases and the purchase of land.
- 3. Each party agrees that it will interpose no objection to the request of the other party to change channel, class and/or community of license consistent with the other party's proposal.

- 4. In the event that the FCC does not grant the requested changes by KIKM but does grant some lesser improvement which requires KRXZ to change channels and/or transmitter site, each party will have the option (a) to withdraw its rule making proposal and terminate this Agreement without liability to the other party or (b) for KIKM to remain responsible for the reasonable reimbursement of expenses incurred by KRXZ to implement the FCC order.
- 5. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 6. This Agreement contains the entire agreement between the parties and may not be amended except by written amendment signed by the parties directly affected by the amendment.
- 7. This Agreement shall be enforceable by specific performance.
  - 8. This Agreement may be signed in counterparts.

HEMMERORS, the parties hereto have counsed this agreement to be signed and expensed by their proper corporate officers.

Munt Broadstating, Ime.

Person Commissions, Inc.

chiabone aports Proporties, The.

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Wilmartons, the parties hereto have caused this Agreement to be signed and executed by their proper corporate officers.

Must breadenting, Inc.

nok Communications, Inc.

Chiahoma Sports Fraporties, Inc.

WHEREFORE, the parties hereto have caused this Agreement to be signed and executed by their propor corporate officers.

mis L	Lut			
Broadcasting,	,	Pennok	Communications,	Inc.

Oklahoma Sports Properties, Inc.

## CERTIFICATE OF SERVICE

I, Veronica Abarre, a secretary in the law firm of Mullin, Rhyne, Emmons and Topel, P.C., do hereby certify that I have this 22nd day of April, 1996, caused to be mailed by first class mail, postage prepaid, copies of the foregoing "REPLY COMMENTS" to the following:

- \* John A. Karousos Chief, Allocations Branch Mass Media Bureau Federal Communications Commission 2000 M Street, N.W., 5th Floor Room 536 Washington, D.C. 20554
- \* Pamela Blumenthal Allocations Branch Mass Media Bureau Federal Communications Commission 2000 M Street, N.W., 5th Floor Room 536 Washington, D.C. 20554

James P. Riley, Esq.
Anne Goodwin Crump
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
Eleventh Floor
Rosslyn, Virginia 22209
(Counsel to Galen Gilbert)

<sup>\*</sup> HAND DELIVERED

Cliff Boyd Cowboy Broadcasting, L.L.C. 1110 S. Santa Fe Trail Duncanville, TX 75137 KVMX(FM)

Roger R. Harris Pontotoc County Broadcasting, Inc. 117 N. Broadway Ada, OK 74820 KADA-FM

Chipper Dean Dean Broadcasting, Inc. 102 Southwood Road Henderson, TX 75652 KGRI-FM

Carolyn Parish Pennok Communications, Inc. P.O. Box 592 Madill, OK 73446 KRXZ (FM)

Ted Haynes dba Community Broadcasting Network Rt. 2, Box 267
Boyd, TX 76023
KBOC(FM)

Harold Cochran HC-69, Box 11 Kingston, OK 73439 KDDQ(FM) Sam Curry KMOO, Inc. P.O. Box 628 Mineola, TX 75733 KMOO (FM)

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Ashton R. Hardy, Esq.
Michael Lamers, Esq.
Hardy & Carey, L.L.P.
111 Veterans Memorial Boulevard
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Metairie, LA 70005
(Counsel to Farmersville Radio Group)

Veronica Abarre